



**Hawai'i
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February 6, 2012

The Honorable John M. Mizuno, Chair
House Committee on Human Services

The Honorable Rida T.R. Cabanilla, Chair
House Committee on Housing
State Capitol, Room 329
Honolulu, Hawaii 96813

RE: H.B. 2280, Relating to Domestic Violence

HEARING: Monday, February 6, 2012, at 11:15 a.m.

Aloha Chair Mizuno, Chair Cabanilla and Members of the Joint Committees:

I am Myoung Oh, Government Affairs Director, here to testify on behalf of the Hawai'i Association of REALTORS® ("HAR"), the voice of real estate in Hawai'i, and its 8,500 members. HAR **expresses concerns** on H.B. 2280 which prohibits landlords from terminating the tenancy, failing to renew a tenancy, or refuse to enter into a rental agreement of tenants who are victims of domestic abuse.

HAR has concerns regarding H.B. 2280, and specifically, how this proposed legislation would work in practice. The rental agreement is a legally binding contract that is entered into between the landlord and the tenant. However, if a landlord intends to rent the property for only one year, and the landlord is then provided documentation that the tenant is a victim of domestic abuse, this measure is unclear as to if a landlord is required to renew the rental agreement.

Another implication of this measure is the ambiguity in its enforcement. For example, in a situation where all rental applicants are qualified tenants, and a domestic violence victim is not chosen as the renter, how would a violation be determined?

Furthermore, a landlord may terminate or decline to renew a tenancy if the landlord reasonably believes that the presence of the person against whom the order has been issued, poses a physical threat to other tenants, guests, invitees, or licensees, or to another tenant's right to quiet possession. The term "reasonably believes" is also ambiguous and places a landlord into the role of law enforcement to determine a physical threat.

For the foregoing reasons, HAR believes that these issues regarding the impact of H.B. 2280 should be carefully considered. HAR looks forward to participating in further discussion on this measure.

Mahalo for the opportunity to testify.

Testimony for HUS/HSB 2/6/2012 11:15:00 AM HB2280

Conference room: 329

Testifier position: Support

Testifier will be present: No

Submitted by: Steve Glanstein

Organization: Individual

E-mail: mic@aloha.com

Submitted on: 2/4/2012

Comments:

Some form of protection is needed for these victims. This abuse by a landlord has happened to a family friend.

One suggestion regarding subsection 521-__ (c)(1)(A), "visit the property". The "visit" may be court ordered to pick up household goods. That shouldn't be used by a landlord as an excuse to terminate or not renew the lease.

Suggest that subsection (c)(1)(A) where it states "visit the property", read "visit the property in violation of the protective order."

Testimony for HUS/HSB 2/6/2012 11:15:00 AM HB2280

Conference room: 329

Testifier position: Support

Testifier will be present: No

Submitted by: Brenda Kosky

Organization: Individual

E-mail: Brenda.Kosky@gmail.com

Submitted on: 2/4/2012

Comments:

Yes, those victims are often victimized again.

From: Jasmine Ramos [mailto:jasmineramos808@yahoo.com]

Sent: Sunday, February 05, 2012 1:27 PM

To: HUS testimony

Subject: Testimony in Support of HB2280 RELATING TO DOMESTIC VIOLENCE

I support this measure to stop our landlords from terminating tenancy of tenants solely on their "domestic violence" status.

Sincerely,

Jasmine Ramos